



NAVAJO COUNTY NOTICE OF REQUEST FOR PROPOSALS

RFP NO. F14-02-03

Inmate Communication Services

The Navajo County Board of Supervisors is seeking proposals from qualified suppliers to provide comprehensive Inmate Communication Services for the Navajo County Jail and Juvenile Detention located in Holbrook, Arizona and the Navajo County Jail Annex located in Show Low, Arizona. The contract for these services shall be a (3) three year contract with (2) two one-year extensions.

Competitive sealed proposals for the specified material or service shall be received by the Clerk of the Board of Supervisor's Office, 100 East Code Talkers Drive, Holbrook, Arizona 86025, until the time and date shown below. Proposals received by the correct time and date shall be publicly recorded. Navajo County takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit amendments with the solicitation response may be grounds for deeming submittal non-responsive.

Proposals must be in the actual possession of the Clerk of the Board of Supervisor's Office at the location indicated, on or prior to the exact time and date indicated below. Late proposals shall not be considered. The official prevailing clock is located in the Clerk of the Board of Supervisor's Office. Proposals shall be delivered to Navajo County at the place, time and date indicated on the RFP.

Proposals must be submitted in a sealed envelope. The **RFP number** and the **proposers name and address** should be clearly indicated **on the outside** of the envelope. Failure to clearly indicate RFP number, name and address on the outside of the bid package or envelope may be cause for the bid to be deemed invalid. All proposals must be completed in ink or typewritten. Questions must be in writing, received prior to September 10, 2013 and addressed to the Purchasing Agent listed below.

RFP NUMBER:	F14-02-03
RFP DUE DATE:	MARCH 11, 2014 AT 3:00 P.M. LOCAL AZ TIME
PUBLIC OPENING DATE:	MARCH 11, 2014 AT 3:15 P.M LOCAL AZ TIME
SUBMITTAL LOCATION:	Clerk of the Board of Supervisor's Office 100 East Code Talkers Drive Holbrook, Arizona 86025

PRE-SUBMITTAL CONFERENCE:

**FEBRUARY 19, 2014 10:00 am
Navajo County Jail Conference Room
100 East Code Talkers Drive
Holbrook, Arizona 86025**

DIRECT WRITTEN QUESTIONS TO:

**Mary Jane Springer, Procurement
(928) 524-4046
Mary.springer@navajocountyaz.gov**

HTN 2/7/14 & 2/14/14
Publish Date(s) MJS

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BACKGROUND

The Navajo County Board of Supervisors is seeking proposals from qualified suppliers to provide comprehensive Inmate Communication Services for the jail and juvenile detention located in Holbrook, Arizona and the Navajo County jail annex located in Show Low, Arizona. The contract for these services shall be a three (3) year contract with (2) two one-year extensions. Navajo County currently utilizes inmate calling services that is comprised of 1 Workstation and 42 Telephones on the adult side and 5 phones on the juvenile detention side. The Demarc is the same location for all phones. Navajo County would like to upgrade communications services to include phone, video visitation and communication using e-mail messaging.

SCOPE OF WORK

The following items are requirements of this bid. In order for a bid to be deemed responsive, all bidders must be able to provide the following:

1. Proposed vendor must have minimum (5) five consecutive years current business history in the Inmate Communication Services business.
2. Proposed vendor must have current contracts with at least (3) three public correctional entities of similar size and complexity or larger as Navajo County.
3. Proposed vendor must supply a current audited financial statement showing the company's financial viability.
4. If proposed vendor is using third party suppliers for any components of this bid, the vendor submitting the bid must be the single point of contact for Navajo County. Upon bid award, the offeror being awarded the contract shall be the single point of contact and shall not be delegated to a third party supplier without the written consent of Navajo County. Proposed vendor shall supply list of all third party suppliers or sub-contractors on Attachment B.
5. Installation Requirements:
 - a. Turnkey Installation – Vendor shall be solely responsible for all costs associated with the inmate communications systems, including purchase of equipment, installation, training, service, maintenance, replacement components, voice network and transmission, data network, and day-to-day operation. Navajo County Sheriff's Office shall have no responsibility for any costs associated with the inmate communication systems.
 - i. Demarc is located in the jail facility and is the same location for both adult and juvenile.
 - ii. Adult jail has 42 phones
 - iii. Juvenile jail has 5 phones
 - iv. Juvenile average daily population is 15-20 inmates
 - v. Vendor shall provide all in one telephone, electronic messaging and video visitation devices that will replace current telephone communications and face-to-face visitation. Communication devices shall be set up in the Holbrook jail and the Holbrook juvenile detention center in the following locations;
 1. B Unit (2) devices
 2. C Unit (2) devices
 3. D Unit (1) device
 4. E Unit (2) devices

- 5. F Unit (3) devices
- 6. G Unit (1) device
- 7. H Unit (1) device
- 8. J Unit (12) devices (3 devices per pod x 4 pods)
- 9. K Unit (12) devices (3 devices per pod x 4 pods)
- 10. Medical (1) Unit
- 11. Lower Adult Visitation (6) units
- 12. Upper Adult Visitation (8) units
- 13. Juvenile (5) Units
- vi. Show Low, Arizona Adult Detention Facility;
 - 1. (2) devices located (1) in the Men's section and (1) in the Women's section of the facility.
- vii. Total devices = 58 devices
- b. Integration into Records Management System
 - i. System must be able to integrate into existing record management system (RMS), Spillman. Vendor shall explain in detail how this integration will be accomplished, what type of file transfer will occur, what specific information will be queried and how often the query will be performed. Solution proposed must be acceptable to Navajo County Sheriff's Office and Information Technology Department.
 - ii. Installation must use a secure connection administered by the Sheriff's Office restricting all but specific/necessary ports and IP addresses, ports must be listed.
 - iii. Secure connection must use Cisco or equivalent quality firewalls either through the Internet (VPN) or through a local Ethernet connection.
- c. Vendor is responsible for determining all wiring and software requirements; costs associated with the conversion of service from current inmate telephone system providers to the new service provider. New services provider shall coordinate all details of switching out services with the current vendor.
 - i. Cut off switches are used in central control and in the jail pods. These switches will need to be replaced by successful bidder.
 - ii. Existing cabling can be used by successful offeror.
- 6. All individuals conducting work in the Navajo County Jail must submit the following information for a security background check prior to them commencing any work on County premises.
 - a. Full Name
 - b. Date of Birth
 - c. Social Security Number
- 7. Service and Support Requirements:
 - a. Vendor shall be responsible for all facets of maintenance support on a twenty-four (24) hour, seven (7) day per week basis. Vendor shall respond to initial request for service within (2) two hours of notification and problem resolution within (6) six hours from initial notification.

- b. Vendor shall provide a system of documenting all requests for service and a service log identifying report time and problem resolution.
- c. Vendor shall respond to initial request within (2) two hours of notification Vendor shall resolve problem within (6) six hours from initial notification.
- d. Vendor shall provide a detailed customer survey to be administered quarterly and shall meet quarterly with Jail Commander and staff to review survey detail and address any issues. All meetings shall be documented by the vendor and distributed to Navajo County designated personnel.
- e. Service capability includes:
 - i. Remote programming, diagnostics, downloading and trouble-shooting.
 - ii. All Software, Hardware and telephone equipment maintenance and upgrades at no additional charge.
- f. Vendor is responsible for all costs for maintenance, support, repair of all software, hardware and communications equipment and will not be deducted from any commissions.
- g. Provide maintenance to diagnose problems, determine proper solutions and provide the implementation of any required solutions, change, modification, updates or other services which are necessary to allow the Software, Hardware and any other communications equipment to perform in accordance with the specifications.

8. Call Rating Accountability:

- a. Vendor shall maintain a copy of current call rates on file with Navajo County Sheriff's Office. Any change in rate as a result of mandated tariffs or other regulated rate change must be provided to the Navajo County Sheriff's Office in writing and approved by the Navajo County Sheriff's Office prior to any change in rate.
- b. Any change in Tariff (Increase or Decrease) which is not approved by Navajo County Sheriff's Office in writing in advance of the change shall be grounds for termination of the contract.

9. Navajo County Sheriff's Office reserves the right to audit call rate data on an annual basis.

10. Vendor must provide an alternative billing option to called parties who are categorized as un-billable by virtue of their selection of an alternative local carrier for service. System proposed **MUST** permit the first call attempt to complete and must provide the called party with immediate access to customer service representatives for account setup. Such access must be accomplished by pressing a single key on the called party's telephone keypad. Although the called party may be provided a toll free number to call for information or account set-up, this **MUST NOT** be the only alternative. Called party account set up must include various payment options such as: credit card, electronic check, Western Union, etc.

11. Bidders shall provide their best and final offer for calling rates. DO NOT INCLUDE ANY FORM OF BONUS IN YOUR SUBMITTAL. Proposals will be compared solely on the basis of calling rates. "Bonuses" or other incentives will NOT be considered and may cause a bid to be deemed non-responsive.
12. Technical Requirements and Specifications - The following identifies the minimum requirements of the requested inmate telephone system:
- a. "State of the Art" technology and web based access and multilevel password security access. The architecture shall be expandable to allow future growth.
 - i. No offsite hosting or storage of equipment.
 - b. The Inmate Communications System shall process all Inmate Calls on an outgoing, station-to-station, and prepaid basis, including debit cards.
 - c. All phones shall limit one call per connection.
 - d. No incoming calls shall be permitted
 - e. No three-way calling shall be permitted.
 - f. All Inmate calls shall be processed by an automated operator and shall not allow access to a live operator at any time.
 - g. After the dialing sequence, the inmate shall be put "ON HOLD". The inmate shall NOT be permitted to monitor call progress and shall NOT be allowed to communicate with the called party, until the call is positively accepted.
 - h. The System shall be capable of informing the called party the amount that will be billed for the call prior to acceptance of the call.
 - i. The system shall brand all inmate calls with a pre-recorded message announcing the collect call, name of the facility and inmate initiating the call. The system shall have, at a minimum, multi-lingual capabilities for English, Spanish and Navajo.
 - j. The system shall provide as a minimum the following security, control and investigative features.
 - ii. Deny access to 800, 877, 411, 555-1212, 900, 911, 950+1, 976 or 10-10xxx numbers. Allow the blocking of specific telephone number such as victims, witnesses, judges, and county staff.
 - iii. The system shall be capable of allowing free local calls to certain numbers such as Public Defender, Legal Defender, etc and eliminating the monitoring of specifically identified categories of calls such as legal counsel.

- iv. Ability to control call duration on the basis of time limits and time of day restrictions.
- v. The ability to set time limits and calling hours for destination numbers.
- vi. In effort to provide fraud protection, inmate pin verification may be provided in the form of voice print technology or any other technology solution that provides equal or better security.
- vii. The system shall provide an integrated capability to monitor, record, store and retrieve inmate phone conversations on a real time basis and retrieve conversations. Recordings must be stored on-line for the entire contract term with the option to archive to DVD.
- viii. Provide correct and accurate call detail and management reports for all calls placed from the inmate phones. Reports shall include as a minimum, origination number, destination number, type of call (local, intralata, interlata/intrastate, or interstate), number of minutes of call, reason for disconnect and total call charges. Reports must be available on-site.
- ix. The System shall be capable of producing detailed and summary reports which reveal inmate telephone activity, such as telephone numbers called by more than one inmate.
- x. Call Detail Records- Call records and recordings shall be stored on-line throughout the life of the contract. Alternate proposals of archive storage are **not acceptable**.
- xi. The system must be able to ask the called party if they agree to accept future collect calls or to continue setting up a prepaid account. Minimum is \$75 per month threshold.

13. Equipment

- a. All communication equipment provided shall be new, state of the art and completely operational at cutover.
- b. All equipment shall comply with Part 68 FCC Rules and meet or exceed all applicable codes and standards for installation and service.
- c. All systems proposed shall meet ADA standards. During the course of the contract, vendor may be required to provide telephones with TDD capability at no charge.
- d. All inmate communication devices shall be suitable for use in a jail, tamperproof, with steel encased housings and shockproof keypads. All handsets shall be of heavy-duty

construction with no removable parts and shall be hearing aid compatible. The hand set cord shall be armored with a stainless steel lanyard 12" long. All phone instruments shall be waterproof, fireproof and feature DTMF dialing.

All devices shall be line powered and have UPS back-up power. No separate power supply shall be required. The UPS back-up as other equipment, whether or not specifically mentioned, to complete a total inmate telephone system will be the responsibility of the successful vendor and any and all costs will be borne by the successful vendor and will not be deducted from Commissions.

Hosted Video Visitation Solution Requirements

- a. The Hosted Video Visitation Solution proposed for Navajo County must meet or exceed the technical requirements outlined in this Section of the RFP. The Hosted Video Visitation Solution proposed to meet these technical requirements must be provided for all Navajo County facilities at no cost to Navajo County including system installation, training, operation and maintenance of the system and its components.

General Navajo County Hosted Video Visitation Requirements

- a. The Video Visitation system will be able to support several web-based applications including video visitation, inmate information, sick request, emergency visit and commissary ordering.

Hosted Video Visitation – Hardware Requirements

1. The inmate kiosks and visitor terminals will include, at a minimum:
 - a. A detention grade hardened steel enclosure
 - b. A shatterproof 15 inch LCD touchscreen monitor
 - c. A camera
 - d. One detention grade audio handset per terminal, or two detention grade audio handsets per terminal
 - e. H.264 standards based videoconferencing Encoder/Decoder
2. Detention grade hardened steel wall mounted enclosure.
3. Outside dimensions not to exceed 21" x 17" x 6" (H x W x D) with rounded top and corners.
4. The terminal must prevent spills from entering the enclosure.
5. The enclosure shall not have any openings exposed to the user. This includes all wiring and ventilation holes.
6. The enclosure shall not have any external hinges.

7. The terminal will have a shatterproof touchscreen LCD display.
8. The terminal will have a built-in camera.
9. The terminal will have built-in LED lighting that automatically activates during video visitation sessions and automatically ends when the video visitation session completes.
10. The terminal will have a detention grade audio handset.
11. The terminal will have the option for one handset, two handsets, and hands free device.
12. The terminal shall be powered by 110VAC.
13. The terminal will utilize standards based videoconferencing CODEC (Encoder/Decoder) based on the H.264 video conferencing compressions.
14. The terminal must be assembled from non-proprietary, off-the-shelf computer components.
15. The terminal must have heat syncs and heat vents, located in the back of the terminal, in order to allow for proper cooling.
16. The terminal must have a minimum of two (2) internal magnetic levitation ventilation fans and internal tachometer output to monitor operation.
17. The enclosure shall not have a physical on/off switch, instead must be powered on/off using a magnet.
18. The terminal must be secured to the wall using a mounting bracket with a minimum of four (4) screws/bolts. The terminal must then secure to the mounting bracket using no more or less than two (2) security screws.

Hosted Video Visitation - Software Requirements

1. The video visitation scheduling, user management, and policy management, must be web-based and allow for Navajo County to administer visitation sessions and visitation operations based on Navajo County policies.
2. The video visitation solution shall include the following scheduling, automation, policy management, and usability functionality:
 - a. System must assign a unique identification number to each inmate and user
 - b. Multi-lingual inmate interface (English, Spanish and Navajo at a minimum)

- c. Provide ad-hoc 1-to-1 or 1-to-many chat between authorized users
 - d. A single system must be able to support multiple facilities in multiple locations with multiple housing units
 - e. Web-based visitation scheduling for authorized users (Corrections Services staff, attorneys, the public) utilizing any standard web browser
 - f. Inmate terminal must display pending visits
 - g. Web-based scheduling system must allow users to easily and simply schedule a visitation session
 - h. Web-based scheduling system must require visitors to provide photo ID for a visitation session
 - i. Web-based scheduling system must only display timeslots that meet Navajo County's policies
 - j. Web-based scheduling system must conduct all conflict checking and only display times that are available
 - k. Web-based scheduling system must allow users to easily change their personal information (password, address, phone number, etc.)
 - l. Web-based scheduling system must send an email to the visitor when a visit is scheduled, modified, or cancelled
 - m. If a scheduled visit is cancelled, the timeslot should become available for scheduling
 - n. Web-based scheduling system must assign a unique visitation identification number for every visit for reporting and tracking
 - o. System must use set durations of 20 and 40 minutes for each visit
3. The system shall provide a visual warning message to inform the visitor that the visit will be ending in "5" minutes.
4. The system shall provide different levels of functionality to users based on their user type. For example:
- a. Administrators: create/manage/edit – users, schedules, etc.
 - b. Users: create/manage/edit their own schedules
 - c. Read-only user: can only view scheduled visits
5. Each user will require a unique username and password that will dictate their level of functionality.
6. Provides an audit trail of all system activity (i.e., user login times and locations, which users have scheduled/modified/cancelled a visit, etc.).

7. The system shall allow for integration with or data retrieval from Navajo County Jail/Offender/Inmate Management System.
 - a. The system shall use the same inmate identification number as created by the Jail Management System to identify the inmate on the video visitation system
 - b. The system shall automatically cancel a visit if the inmate's status has changed or the inmate has been released
 - c. The system shall send an email cancellation notification to the visitor if a visit is cancelled
8. The system provides authorized users the ability to do searches and create reports.
9. The system provides a way to display scheduled visits to Staff so they know where and when an inmate needs to be available for pending video visits.
10. The system shall allow for visitation recording.
 - a. Visits will be recorded ad-hoc, by user type, or selected when scheduling the visit
 - b. Recorded visits will be searchable and viewable
 - c. Recorded visits will be stored for 30 days
 - d. Navajo County must be able to lock certain recordings such that they will not be purged as part of the standard retention duration.
11. Authorized personnel must be able to quickly and easily schedule visitation sessions.
12. The scheduling and management system must be able to communicate with the video hardware at the time of a scheduled visit so that the visitation session will automatically commence without staff involvement.
13. The video visitation system must have visitation recording capabilities.
14. The video visitation system must allow for three (3) configurable settings for screen resolution and bandwidth requirements.
15. The kiosk must be able to access the web-based application and be enabled for touch screen inputs.
16. All scheduling of video visitation sessions must be able to be performed on the Contractors website.

17. The kiosk will provide the inmate with standard information that is retrieved from the facility's jail management system. Standard information would include such things as upcoming court dates, trust account balances, etc.
18. The kiosk will provide for commissary ordering via touch screen inputs.
19. The kiosk will provide for sick call reporting via touch screen inputs.

Hosted Video Visitation – Technical Requirements

1. The video visitation system shall be a complete TCP/IP-based system. All video and audio streams between the terminals, visitors, and management equipment (servers) shall be transmitted over TCP/IP Ethernet. Systems that utilize analog audio/video matrix switching systems are not acceptable.
2. The video visitation solution shall consist of inmate kiosks connected over a 100 Mbps dedicated Ethernet network so that any kiosk can be connected to any other kiosk.
3. The visitor terminal shall be able to access the video visitation solution via local area network (LAN) or via a broadband internet connection (DSL, cable, etc.) using a computer or laptop that is web camera and headset enabled.
4. High quality video using low bandwidth
5. Video Standards: H.264
6. Video Transmission Speeds: 64 Kbps – 2 Mbps
7. Wide range of video resolutions and bit rates: CIF (352 x 288 pixels), SIF (352 x 240 pixels), QCIF (176 x 144 pixels)
8. Designed for:
 - e. Up to 30 frames per second of high quality video at 384+ Kbps
 - f. Up to 15 frames per second of high quality video at 64 – 320 Kbps
9. Constant or variable bit rate and frame rate
10. Must provide encryption for all visits

Hosted Video Visitation – Service, Support, Installation, and Training Requirements

The Bidder must work with the Navajo County to determine the exact times when Hosted Video Visitation equipment can be replaced to reduce “down time”.

Service, Support, Installation, and Training System Testing

All hardware, software, software licensing, updates and maintenance, etc. required to perform testing and production must be provided to Navajo County at no cost.

1. The Bidder is required to provide system testing which simulates normal operating conditions of the installed Hosted Video Visitation Solution to ensure proper performance after hardware and software configuration is complete. This simulation must include full traffic load representing high traffic situations for visitation traffic.
2. The Bidder agrees to replacement at no cost to Navajo County of any network service or system component whose failure to meet required performance levels during testing and production has risen to chronic problem level .

Training Requirements

1. It is instrumental to the success of the installation of the Hosted Video Visitation Solution that **Navajo County** personnel be trained in various aspects of the system operation. Therefore, the Bidder must provide a complete training schedule based on the following requirements.
2. The Bidder must provide all end-user training to the **Navajo County** at no cost.
3. The Bidder must provide all end-user training on site or via webinar at the various **Navajo County** facilities.
4. The Bidder must provide training for various levels of **Navajo County** personnel including full-time system administrators, part-time system administrators, special investigators, and data entry specialists, etc.
5. The Bidder must provide full training for all assigned system users on how to create, delete and modify inmate programming and profiles.
6. The Bidder must provide full training for all assigned system users on how to generate appropriate system reports.
7. The Bidder must provide full training for all assigned system users on how to maintain inmate alert levels and respond accordingly when these levels are exceeded.
8. The Bidder must provide full training on all components of the Hosted Video Visitation Solution.

9. The Bidder must provide full training on the provided video visitation recording function including the live monitoring of visitation sessions, playback of visitation sessions and the transfer of visitation sessions to other media for playback at off-site locations.
10. The Bidder shall provide full training for all assigned **Navajo County** system users on how to change inmate restriction levels (by kiosk, suspend PIN, etc.).
11. The Bidder must provide full training for all assigned system users on how to initiate system restrictions.
12. The Bidder must provide ongoing system training for existing **Navajo County** personnel when required by the **Navajo County** at no cost.
13. The Bidder must provide additional training for new **Navajo County** personnel when required by the **Navajo County** at no cost.
14. The Bidder must describe, in its response, any advanced system training that may be available to **Navajo County** personnel whether provided on-site at the **Navajo County** facility, off-site at the Bidder's training facilities or via webinar.
15. The Bidder must in its proposal include the name, title and qualifications of the Bidder staff member who will have the overall responsibility for training.
16. The proposed Hosted Video Visitation Solution must provide for integrated help function for system operation, administration, reporting and management functions.
17. The Bidder must provide a "live" Help Desk support function to **Navajo County** at no cost to the **Navajo County** during the term of this contract. This Help Desk function must be capable of providing support via telephone to the **Navajo County** Hosted Video Visitation Solution personnel for the functions of the Hosted Video Visitation Solution. This "live" Help Desk must be available 24 hours a day, 7 days a week, 365 days per year.
18. The "live" Help Desk support function provided by the Contractor must be located within the continental United States.
19. The Bidder must provide a customer service center for end-users. This customer service center should be staffed by customer service representatives available 24 hours a day, 7 days a week, 365 days per year. This customer service center must be located in the continental United States and provide multilingual capabilities at a minimum Spanish speaking.

Equipment/System Maintenance

1. The Bidder must provide a Hosted Video Visitation Solution at all required Navajo County facilities that are fully functional in regards to all labor, materials, programming, system hardware and software.

2. The Bidder must warrant that the Hosted Video Visitation Solution installed for the Navajo County facilities shall be free of defects, irregularities, unprofessional installation, code violations and shall operate as designed and proposed. Should the system not operate as designed and proposed or violate any local, state or federal code, the Bidder shall immediately correct the defect or irregularity or bring the system within code and performance specifications at no cost to the Navajo County.
3. The Bidder must provide all post installation system programming and maintenance services at no cost to the Navajo County.
4. The Bidder must agree in its response that maintenance service is available on its Hosted Video Visitation Solution seven days per week, twenty-four (24) hours a day, 365 days per year.
5. The Bidder must propose a Hosted Video Visitation Solution that provides for remote diagnostics and maintenance.
6. The Contractor is responsible for replacement of the Hosted Video Visitation Solution in its entirety or its individual components regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. This system or component replacement will be performed at no cost to the Navajo County and will occur immediately upon notification to the Bidder of the system problem by the Navajo County facility.
7. The Contractor is responsible for replacing visitation kiosks in their entirety regardless of cause including, but not limited to, normal wear/use, inmate abuse, natural disaster, or inmate unrest. The Contractor must replace visitation kiosks requiring repair and not repair components of the visitation kiosks on site at the Navajo County.
8. Should any critical component of the Hosted Video Visitation Solution provided by the Bidder fail, the Bidder must respond to Hosted Video Visitation Solution maintenance/repair calls from the Navajo County in the manner outlined in this section.
9. For the purpose of this RFP, a "Major Emergency" shall be defined as an occurrence of any one of the following conditions. The Bidder is required to further negotiate with the Navajo County prior to system installation to determine additional specific criteria for a "Major Emergency".
 - a. A failure of the Hosted Video Visitation Solution processor, its common equipment or power supplies which render the system incapable of performing its normal functions;
 - b. A failure of the recording function or any of its components that affects the full recording operation;
 - c. A failure of 50% or more of the visitation kiosks at any one area within a Navajo County facility;

- d. A failure of any of the Hosted Video Visitation Solution functions that result in the ability of inmates to place visitation sessions without the use of assigned PINs;
 - e. A failure of the system “kill switches” or similar disabling function proposed by the Bidder.
10. For a “Major Emergency” the Bidder must respond to the service problem within 30 minutes of initial trouble report by the Navajo County facility through the use of remote testing or access. Should the Hosted Video Visitation Solution not be accessible for remote access, the Bidder must have a qualified technician, suitably equipped for the installed Hosted Video Visitation Solution, on site at the Navajo County location within two (2) hours from the time of initial trouble report.
11. Should the problem not be resolved via remote access, the Bidder must have a qualified technician, suitably equipped for the installed system, on site at the Navajo County institution within two (2) hours from the time of initial trouble report.
12. Response to “Major Emergency” conditions must be performed on a 24 Hours-a-Day/Seven Days-a-Week/365 Days-a-Year basis throughout the term of this contract.
13. For the purpose of this RFP, Routine Service shall be defined as a Hosted Video Visitation Solution failure or problem other than a “Major Emergency” item as listed above or defined by the Navajo County.
14. For a “Routine Service” the Bidder must respond to the service problem within four (4) hours of the initial trouble report by the Navajo County facility through the use of remote testing or access. Should the Hosted Video Visitation Solution not be accessible for remote access, the Bidder must have a qualified technician, suitably equipped for the installed system, on site at the Navajo County facility within twelve (12) business hours from the time of initial trouble report. Business hours are defined as 8:00 a.m. to 6:00 p.m., Monday through Friday.
15. Should the problem not be resolved via remote access, the Bidder must have a qualified technician, suitably equipped for the installed system, on site at the Navajo County institution within six (6) hours from the time of initial trouble report.
16. The Bidder must ensure and state, in its response, that all maintenance calls from the Navajo County shall be answered by a “live” operator/service representative at all times.
17. It is required that that all maintenance calls from the Navajo County be answered by a “live” service representative who is located within the continental United States at all times.
18. Contract Period: Any contract awarded as a result of this RFP shall remain in effect for a period of three (3) years beginning approximately on October 1, 2013. Upon expiration of the initial term, this agreement may be renewed for up to two (2) consecutive additional one (1) year terms, provided both parties mutually agree in writing. Either party may terminate this contract with thirty (30) day written notice.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. System proposal and ability to deliver scope of work at no cost to the county
- B. Company Information and References
- C. Implementation, System and Customer Support
- D. Price Proposal

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal shall be submitted in the same order as requested and must contain, at a minimum, the following:

System proposal as specified in the scope of work

- 1. Review and respond to scope of work requirements as to whether system(s) being proposed complies with items listed in scope of work
- 2. Type of system proposed
- 3. Ease of use
- 4. Training and troubleshooting
- 5. IT requirements

Company Information

- 1. Years in business
- 2. Contact information and project manager contact who will be assigned to this project.
- 3. List 3 current references that Navajo County can contact where your firm has performed similar services. Provide organization/business name, name and phone number of contact person.
- 4. List 1 past customer who you no longer have a contract, provide contact information and a brief explanation why you no longer have a contract.

Implementation and Support

- 1. Implementation requirements gathering
- 2. Provide sample of project timeline
- 3. Provide sample of reports and other tools that will be used for this project
- 4. Service levels and response

Price Proposal

- 1. Provide fee proposal as requested on the Price Page attached herein. Fee proposal must be compliant with FCC ruling.

III. GENERAL

A. Shortlist:

The County reserves the right to shortlist the Offerors on all of the stated criteria. However, the County may determine that short-listing is not necessary.

B. Interviews:

The County reserves the right to conduct interviews with all or some of the Offerors at any point during the evaluation process. However, the County may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria.

C. Additional Investigations:

The County reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

D. Prior Experience:

Experiences with the County and entities which evaluation committee members represent shall be taken into consideration when evaluating qualifications and experience.

INSTRUCTIONS TO OFFERORS

- 1. PRE-PROPOSAL CONFERENCE WILL BE HELD on February 19, 2014 at 10:00 AM at 100 E. Code Talkers Drive, Holbrook, Arizona 86025 Jail Conference Room:** Questions regarding this invitation for proposals shall be made in writing and addressed to the procurement agent listed on this solicitation. Questions received on or before March 4, 2014 will be answered. Any doubt as to the requirements of this Invitation for Proposals or any apparent omission or discrepancy should be presented to the County in written form. The County will then determine the appropriate action necessary, if any, and issue a written amendment to the Invitation for Proposals. Oral statements or instructions will not constitute an amendment to this Invitation for Proposals.
- 2. PROPOSAL FORMAT:** Original and 3 copies (4 total) of each should be submitted on the forms and in the format specified in the RFP. The original copy of the bid should be clearly labeled "Original" and shall be unbound and single-sided. The material should be in sequence and related to the RFP. The sections of the submittal should be tabbed. The County will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may be reason for a bid to be deemed non-responsive and not considered.
- 3. PREPARATION OF PROPOSALS:**
 - A. All proposals shall be on the forms provided in this Invitation for Proposals package. It is permissible to copy these forms as required. Facsimiles, telegraphic proposals or mailgrams shall not be considered.
 - B. The offer and acceptance page shall be submitted with an original ink signature by the person authorized to sign the bid. Proposal will be deemed non-responsive and rejected if offer page is not signed.
 - C. Erasures, interlineations, or other modifications in the bid shall be initialed in original ink by the authorized person signing the vendor offer.
 - D. In case of error in the extension of prices in the bid, unit price shall govern when applicable.
 - E. Periods of time, stated as a number of days, shall be in calendar days.
 - F. It is the responsibility of all Offerors to examine the entire Invitation for Proposals package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.
- 4. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit their Bid to the Clerk of the Board of Supervisor's Office at the location indicated, or prior to the exact time and date indicated on the Notice of Invitation for Proposals page. The Offeror's bid shall be presented in a sealed envelope. The words "SEALED PROPOSAL" with SERVICE DESCRIPTION, RFP NUMBER, DATE AND TIME OF BID OPENING shall be written on the envelope.
- 5. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
- 6. INQUIRIES:** Any question related to an Invitation for Proposals shall be in writing and directed to the Procurement Officer whose name appears on the front side of this document. The Offeror shall not contact or ask questions of the department for whom the requirement is being procured. Any correspondence related to a solicitation should refer to the appropriate Invitation for Proposals number, page and paragraph number. However, the Offeror must not place the number on the outside of an envelope containing questions since such an envelope may be identified as a sealed bid and may not be opened until after the official bid due time and date. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written Invitation for Proposals amendment will be binding.

- 7. REQUEST FOR ADDITIONAL INFORMATION:** The County reserves the right to request additional information from Offerors for the purpose of explaining the contents of their bid. Any such request shall be for informational purposes only and does not constitute discussions.
- 8. AWARD OF CONTRACT:** Notwithstanding any other provision of the Invitation for Proposals, the County reserves the right to:
- (1) Waive any immaterial defect or informality; or
 - (2) May make multiple awards
 - (3) Reject any or all proposals, or portions thereof; or
 - (4) Reissue the Invitation for Proposals.

A response to any Invitation for Proposals is an offer to contract with the County based upon the terms, conditions, and specifications contained in the County's Invitation for Proposals. Proposals do not become contracts unless and until they are executed by the County's Procurement Manager. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the Invitation for Proposals, unless any of the terms and conditions are modified by a Invitation for Proposals amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

- 9. FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a bid, each Offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself as to the expense and difficulties attending the performance of the work. The submission of a Bid will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the Contract, for lack of such familiarization.
- 10. LATE PROPOSALS:** Late proposals shall not be considered.
- 11. WITHDRAWAL OF PROPOSAL:** At any time prior to a specified solicitation due time and date an Offeror (or designated representative) may withdraw the bid. Facsimile or telephone withdrawals shall not be considered.
- 12. AMENDMENT OF INVITATION FOR PROPOSALS:** The Offeror shall acknowledge receipt of a Invitation for Proposals amendment by signing and returning the document by the specified due time and date.
- 13. SUBMITTAL:** The offer and contract award sheet, the pricing schedule, and any solicitation amendments must be signed and returned with the Offeror's bid.
- 14. CONFIDENTIAL INFORMATION:** If a person believes that any portion of a bid, offer, specification, protest, or correspondence contains information that should be withheld, then the Procurement Manager should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision.
- 15. SUBCONTRACTORS/ THIRD PARTY SUPPLIERS:** Offeror must list any subcontractor or third party supplier to be utilized in performance of services herein. For each subcontractor or third party supplier, detail on respective qualifications must be included. Offeror shall be the single point of contact for this bid submission and upon contract award shall be the single point of contact for the contractual requirements of the contract.

- 16. UPON NOTICE OF INTENT TO AWARD:** The apparent successful Offeror shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the contract.
- 17. EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Invitation for Proposals is an offer to contract with the County based upon the contract provisions contained in the County's Invitation for Proposals, including but not limited to, the specifications, scope of services and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. However, the provisions of the Invitation for Proposals cannot be modified without the express written approval of the Procurement Manager or his designee. If a bid or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Procurement Manager or his designee, the contract provisions contained in the County's Invitation for Proposals shall prevail.
- 18. PROPOSAL RESULTS:** Proposal results **are not** provided in response to telephone inquiries. A tabulation of proposals received is on file in the Procurement Office and available for review, upon written request, after contract award.

SPECIAL TERMS AND CONDITIONS

1. INSURANCE

The Vendor Agrees to:

At Vendor's own expense, obtain stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6 for insurance coverage of the types and amounts required in this subsection and keep such insurance coverage in force for vendor and sub-vendors who will be working on Navajo County property. The Vendor will provide satisfactory certificates of the required coverage to the Contracting Officer before beginning the work. All policies will contain an endorsement providing that written notice be given to the County at least thirty (30) calendar days prior to termination, cancellation or reduction in coverage in any policy. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies who are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of the County. The form of any insurance policies and forms must be acceptable to the County.

The Vendor shall furnish the County with certificates of insurance which name the County as additional insured in an amount as required in this contract.

Provide and maintain minimum insurance coverage as follows:

- **Commercial General Liability.** **VENDOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$1,000,000 Products/Completed Operations Aggregate and a \$1,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
 - The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.
 - The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **VENDOR'S** operations and products.
- **Automobile Liability.** **VENDOR** shall maintain Automobile Liability Insurance and, if necessary, **Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage** of no less than \$1,000,000, each occurrence, with respect to **VENDOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.
- **Workers' Compensation.** **VENDOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **VENDOR'S** employees engaged in the

performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

- **VENDOR** waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **VENDOR** pursuant to this agreement.
- In case any work is subcontracted, **VENDOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **VENDOR**.
- Certificates of Insurance.
 - Prior to commencing work or services under this Contract, Vendor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Vendor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**
- In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **VENDOR'S** work or services and as evidenced by annual Certificates of Insurance.
- If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.
- Cancellation and Expiration Notice.
 - Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

2. **CONTRACT TERM**

The contract term is three (3) years with two (2) one-year renewal periods mutually agreed upon by both parties. A contract extension shall be executed within thirty (30) days of original contract term.

3. **KEY PERSONNEL**

Vendor shall provide list of any other key personnel and their function providing services under this contract.

4. **AMENDMENTS:** Amendments may be obtained during regular business hours at the Navajo County Procurement Office at: 100 East Code Talkers Drive, Holbrook, Arizona 86025. It is the Vendor's responsibility to obtain a copy of any amendment relevant to this solicitation. The County takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the bid response may be grounds for deeming submittal non-responsive.

5. **ELIGIBILITY FOR COOPERATIVE PURCHASING** The Offeror shall indicate on the price page whether other public agencies may purchase off of the contract during the contract term. If "Yes" is checked, any

eligible federal, state or local public agency that has entered into a cooperative purchasing agreement with Navajo County may purchase off of the contract during the contract term (per ARS § 41-2632). If "No" is checked, the contract will not be eligible for cooperative purchasing by other agencies.

6. **TAX:** No tax shall be levied against labor. It is the responsibility of the Vendor to determine any and all taxes and include the same in bid price.
7. **DELIVERY:** It shall be the Vendor's responsibility to meet the proposed delivery requirements. Navajo County reserves the right to obtain services on the open market in the event the Vendor fails to make delivery and any price differential will be charged against the Vendor.
8. **COMPLIANCE REQUIREMENTS FOR A.R.S. § 41-4401, GOVERNMENT PROCUREMENT: E-VERIFY REQUIREMENT.**
 - a. The Vendor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")
 - b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the vendor may be subject to penalties up to and including termination of the contract.
 - c. Failure to comply with a State audit process to randomly verify the employment records of vendors and subcontractors shall be deemed a material breach of the contract and the Vendor may be subject to penalties up to and including termination of the contract.
 - d. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the vendor or subcontractors is complying with the warranty under paragraph a.

STANDARD TERMS AND CONDITIONS

1. **CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, Offeror certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Proposer shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. § 31-1461, et seq.
 - C. The Proposer has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - D. The Proposer submitting the offer hereby certifies that the individual signing the bid is an authorized agent for the company and has the authority to bind the proposer to the contract.

2. **TERMINATION OF CONTRACT:** This contract may be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of Vendor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to Vendor for acting or failing to act as in any of the following:

In the opinion of the County, Vendor provides personnel that do not meet the requirements of the contract;

In the opinion of the County, Vendor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

In the opinion of the County, Vendor attempts to impose on the County personnel or materials, products or workmanship, which is of an unacceptable quality;

Vendor fails to furnish the required service and/or product within the time stipulated in the contract;

In the opinion of the County, Vendor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that Vendor will not or cannot perform to the requirements of the contract.

3. **RECORDS:** Internal control over all financial transactions related to this contract shall be in accordance with sound fiscal policies. The County may, at reasonable times and places, audit the books and records of you or any and all of your subcontractors. Said audit shall be limited to this contract and its scope of services.
4. **ARBITRATION:** It is understood and agreed that no provision of the contract relating to arbitration or requiring arbitration shall apply to or be binding upon the County except by the County's express written consent given subsequent to the execution of the contract. However, at the County's sole option, or by other means expressly approved by the County, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, et seq. Vendor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.

5. **INDEPENDENT VENDOR:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

Vendor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the County, and that such days do not accumulate for the use of same at a later date.

Navajo County will not provide any insurance coverage to the Vendor, including Workers' Compensation coverage. The Vendor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Vendor should make arrangements to directly pay such expenses, if any.

6. **AFFIRMATIVE ACTION:** Vendor agrees to abide by the applicable provisions of the County. Vendor, your subcontractor(s) and supplier(s) agree to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, or marital status and who agree and are responsive to the County's goals.
7. **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the County. The County reserves the right to obtain like goods or services from another source when necessary.
8. **PATENT INFRINGEMENT:** The procuring agency should advise the Vendor of any impending patent suit and provide all information available. The Vendor shall defend any suit or proceeding brought against the procurement agency based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent, and the Contract shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the procuring agency. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or part is enjoined, the Vendor shall, at its own expense and at its option, either procure for the procuring agency the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.
9. **DUPLEXED/RECYCLED PAPER:** The Vendor shall ensure that, when practicable, all printed materials produced by the Vendor in the performance of this contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
10. **AMERICANS WITH DISABILITIES ACT:** The Vendor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.
11. **CONFIDENTIALITY OF RECORDS:** The Vendor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the County. Vendor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Vendor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.

- 12. GRATUITIES:** The County may, by written notice to the Vendor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any officer or employee of the County amending, or the making of any determinations with respect to the performing of such contract. In the event this contract is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Vendor the amount of the gratuity.
- 13. APPLICABLE LAW:** This contract shall be governed by, and the County and Vendor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in laws pertaining specifically to the County. This contract shall be governed by the law of the State of Arizona, and suits pertaining to this contract shall be brought only in federal or state courts in the State of Arizona.
- 14. CONTRACT:** The contract shall be based upon the Invitation for Proposals issued by the County and the offer submitted by the Vendor in response to the Invitation for Proposals. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Invitation for Proposals. The County reserves the right to clarify any contractual terms with the concurrence of the Vendor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Manager, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Vendor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
- 15. LEGAL REMEDIES:** All claims and controversies shall be subject to the Navajo County Procurement Code.
- 16. CONTRACT AMENDMENTS:** This contract shall be modified only by a written contract amendment signed by the County's Procurement Manager and persons duly authorized to enter into contracts on behalf of the Vendor.
- 17. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- 18. SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the valid provision or application.
- 19. PROTECTION OF GOVERNMENT BUILDINGS:** The Vendor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on County property. If the Vendor fails to do so and damages such buildings, equipment and vegetation, the Vendor shall replace or repair the damage at no expense to the County, as directed by the Procurement Manager. If the Vendor fails or refuses to make such repair or replacement, then the Vendor shall be liable for the cost thereof, which may be deducted from the contract price.
- 20. INTERPRETATION - PAROL EVIDENCE:** This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of

performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

- 21. ASSIGNMENT - DELEGATION:** No right or interest in this contract shall be assigned by the Vendor without prior written permission of the County, and no delegation of any duty of Vendor shall be made without prior written permission of the County's Procurement Manager. The County shall not unreasonably withhold approval and shall notify the Vendor of the County's position within fifteen (15) days of receipt of written notice by the Vendor.
- 22. SUBCONTRACTS:** No subcontract shall be entered into by the Vendor with any other party to furnish any of the material/service specified herein without the advance written approval of the County's Procurement Manager. All subcontracts shall comply with federal and state laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Vendor referred to herein. The Vendor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Vendor of the County's position within fifteen (15) days of receipt of written notice by the Vendor.
- 23. RIGHTS AND REMEDIES:** No provision in this document or in the Vendor's bid shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
- 24. PROTESTS:** A protest shall be in writing and shall be filed with the Procurement Manager. A protest of an Invitation for Proposals shall be received at the Procurement Office before the Invitation for Proposals opening date. A protest of a proposed award or of an award shall be filed within ten days after the protestor knows or should have known the basis of the protest. A protest shall include:
- A. The name, address, and telephone number of the protestor;
 - B. The signature of the protestor or its representative;
 - C. Identification of the Invitation for Proposals or contract number;
 - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
 - E. The form of relief requested.
- 25. WARRANTIES:** Vendor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Vendor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.
- 26. INDEMNIFICATION:** To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless Navajo County, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, expert witness fees, the cost of appellate proceedings, and alternative dispute resolution costs), relating to, arising out of or resulting from Vendor's work or services. Vendor's duty to defend, indemnify and hold harmless Navajo County, its agents, representatives, officers, directors, officials and employees

shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property, including loss of use or diminution in value, resulting from, caused in whole or in part by any act or omission of Vendor, anyone Vendor directly or indirectly employs or anyone for whose acts Vendor may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including Navajo County.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

- 27. OVERCHARGES BY ANTITRUST VIOLATIONS:** The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Vendor hereby assigns to the County any and all claims for such overcharges as to the materials or services used to fulfill the contract.
- 28. RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation with this contract.
- 29. ADVERTISING:** Vendor shall not advertise or publish information concerning this contract without prior written consent of the County.
- 30. RIGHT TO INSPECT:** The County may, at reasonable times, and at the County's expense, inspect the place of a Vendor or subcontractor which is related to the performance of any contract as awarded or to be awarded.
- 31. FORCE MAJEURE:**
- A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
 - B. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this contract.
- 32. INSPECTION:** All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this contract shall be held at Vendor's risk and may be returned to the Vendor. If so returned, all costs are the responsibility of the Vendor. Noncompliance shall conform to the cancellation clause set forth in this document.
- 33. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the County and shall not

be used or released by the Vendor or any other person except with prior written permission by the County.

- 34. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the County until the County actually receives the material or service at the point of delivery, unless otherwise provided within this contract.
- 35. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this contract. If a tender is made which does not fully conform, this shall conform to the cancellation clause set forth within this document.
- 36. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Vendor shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the County, shall constitute breach of the contract as a whole. Noncompliance shall conform to the cancellation clause set forth within this document.
- 37. LIENS:** All materials, services, and other deliverables supplied to the County under this contract shall be free of all liens other than the security interest held by the Vendor until payment in full is made by the County. Upon request of the County, the Vendor shall provide a formal release of all liens.
- 38. COMMISSION COLLECTION:** Commissions shall be paid monthly and such payment shall arrive no later than forty-five (45) days following the calendar month for which commissions are being paid. Failure to pay accurate commissions on a regular basis shall be grounds for contract termination.
- 39. LICENSES:** Vendor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Vendor as applicable to this contract.
- 40. COST OF BID PREPARATION:** The County shall not reimburse the cost of developing, presenting, or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically providing adequate information in a straightforward and concise manner.
- 41. PUBLIC RECORD:** All proposals submitted in response to this request shall become the property of the County and shall become a matter of public record available for review subsequent to the award notification.
- 42. SUBSEQUENT EMPLOYMENT:** The County may cancel this contract without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the County is or becomes, at any time while the contract or any extension of the contract is in effect, an employee of, or a vendor to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective when written notice from the Procurement Manager is received by the parties to this contract, unless the notice specifies a later time.
- 43. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:**
Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of bid as non-responsive.
Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the County may, at its sole option, ask the Offeror to provide the information or evaluate the bid without the information.

May: Indicates something that is not mandatory but permissible.

For purposes of this contract and Scope of Work, the following definitions shall apply:

"County"	Navajo County, Arizona
"Vendor/Contractor"	The individual, partnership, or corporation who, as a result of the competitive bid process, is awarded a contract by Navajo County.
"Contract"	The legal agreement executed between Navajo County, Arizona and the Vendor/Contractor.
"Contract Representative"	The County employee or employees who have specifically been designated to act as a contact person or persons to the Vendor, and responsible for monitoring and overseeing the Vendor's performance under this contract.
"Procurement Manager"	The contracting agent for Navajo County.

44. SUSPENSION OR DEBARMENT CERTIFICATION

By signing the Offer section of the Offer and Acceptance page, the Offeror certifies that the firm, business or person submitting the Offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government. Signing the Offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the Offer or cancellation of a contract. The state also may exercise any other remedy available by law.

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION ON NEXT PAGE)

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this bid.

Business Name _____

Date _____

By _____
Name and Title of Authorized Representative

Signature of Authorized Representative

1. By signing and submitting this bid, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this bid is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "bid," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this bid is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this bid that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instruction, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may termination this transaction for cause or default.

PRICING OFFER

Provide your calling rates for inmate services on rate sheet and provide an electronic copy in excel format of the calling rates and any fees associated with this service.

FCC Order regarding calling rates:

- The Order requires that all ICS providers' interstate rates and charges be cost-based. This applies not only to the rates for making a call, but to other charges like fees for establishing, maintaining, or funding an ICS account.
- The Order also adopts interim caps for interstate inmate calling rates. The caps are \$.21 per minute for interstate debit and prepaid calls, and \$.25 per minute for interstate collect calls. No provider can charge rates above these caps without getting a waiver from us first.
- The Order adopts interim "safe harbor" rate levels—\$.12 per minute for interstate debit and prepaid calls, and \$.14 per minute for interstate collect calls. ICS providers can utilize the safe harbor and receive the benefit of a presumption that their rates are cost-based.
- The Order also takes action to help deaf and hard of hearing inmates and their families. Specifically, the Order prohibits any special charges from being assessed on calls made using teletypewriter (TTY) equipment or other technologies used to access Telecommunications Relay Services (TRS).
- At the same time, the Order ensures that security measures, a critical part of ICS calling, remain robust, and allows security costs to be recovered through ICS rates. The Order leaves critical decisions about security to correctional facilities and ICS providers.
- The Order also adopts robust enforcement measures, including an annual certification that rates are cost-based and the possibility of enforcement action and refunds.

HOSTED VIDEO VISITATION RATES:

Applicable rates detail must be outlined in Offeror(s)' proposed pricing bid, specifically:

- A. Connect rates that will apply.
- B. Per Minute rates that will apply.
- C. Any additional costs that will apply.
- D. Provide rate and any associated fees in an electronic copy excel format

ELECTRONIC MESSAGING RATES:

Applicable rates detail must be outlined in Offeror(s)' proposed pricing bid, specifically:

- A. Per Message rates that will apply.

- B. Any additional costs that will apply.
- C. Provide rate and any associated fees in an electronic copy excel format

Provide only (1) one rate structure for the communication type (phone, video and e-mail messaging), alternative rate structures will not be considered and will be reason for proposal to be deemed non-responsive.

DO NOT PROVIDE UNSOLICITED OFFERS OF ANY KIND, ONLY THE (1) CALLING RATES (1) VIDEO VISITATION RATE AND (1) E-MAIL RATE AND LIST OF OTHER FEES AS APPLICABLE WILL BE CONSIDERED.

IN THE EVENT TWO OR MORE PROPOSALS OFFER THE SAME CALLING RATES AND FEES, A SELECTION COMMITTEE COMPRISING THE CHIEF DEPUTY OR COMMANDER, PROCUREMENT MANAGER AND JAIL COMMANDER SHALL EVALUATE EACH BIDDER'S REFERENCES, FINANCIAL POSITION, AND EXPERIENCE WITH FACILITIES OF COMPARABLE SIZE AND OTHER RELEVANT FACTORS IN MAKING THE BID AWARD RECOMMENDATION.

ELIGIBILITY FOR COOPERATIVE PURCHASING

The Offeror shall indicate on this page whether other public agencies may participate in this contract during the contract term. If "Yes" is checked, any eligible federal, state or local public agency that has entered into a cooperative purchasing agreement with Navajo County may participate in this contract during the contract term (per ARS § 41-2632). If "No" is checked, the contract will not be eligible for cooperative purchasing by other agencies.

_____ YES – Eligible for cooperative purchasing

_____ NO – Not eligible for cooperative purchasing

NOTICE IS HEREBY GIVEN that all bid documents shall be completed and/or executed and submitted with the bid. If Vendor fails to complete and/or execute any portion of the bid documents, this bid will be determined to be "non responsive" and rejected.

BID CHECKLIST

REQUIRED DOCUMENTS

COMPLETED/EXECUTED

Signed Original and three (3) copies Total of 4 Proposals

Copy of Original RFP and Amendments

Certification Regarding Debarment, Suspension
And Other Responsibility Matters (P. 32-33)

Pricing Offer (P. 34-35)

Bid Checklist (P. 36)

W-9

Offer and Acceptance (P. 37)

Attachment A References (P. 38)

Attachment B List of Sub-Contractors or 3rd party suppliers (P. 39)

Attachment C Current Audited Financials (provided by Offeror)

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA:

#1

#2

#3

#4

#5

Initials/
Date

Signed and dated this _____ day of _____, 201__

_____ Authorized Signatory for Firm _____ Title

OFFER FORM

TO NAVAJO COUNTY:

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Invitation for Proposals.

In accordance with A.R.S. § 35-393, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.

In accordance with A.R.S § 35-391, the Offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

For clarification of this offer, contact:

Name: _____

Phone: _____

Fax: _____

E-mail: _____

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

ACCEPTANCE OF OFFER:

The offer is hereby accepted.

The Vendor is now bound to provide the materials or services listed in RFP# F14-02-03 including all terms, conditions, specifications, amendments, etc., and the Vendor's Offer as accepted by Navajo County.

The Vendor has been cautioned not to commence any billable work or to provide any material or service under this contract until Vendor receives this signed sheet, or written notice to proceed.

Awarded this ____ day of _____ 20 ____

AUTHORIZED SIGNATURE

Vendor References

FIRM SUBMITTING BID: _____

1. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____
2. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____
3. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

Vendor references will be checked prior to bid award recommendation. Substantial negative feedback may be reason for vendor's bid to be deemed not responsible therefore rejected from further evaluation or bid award.

Additional Investigations: The County reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any firm submitting a bid.

Prior Experience: Prior experiences with the County and entities shall be taken into consideration when evaluating whether a bidder is responsive and responsible.

LIST OF SUB-CONTRACTORS AND 3RD PARTY SUPPLIERS

AUDITED FINANCIAL DOCUMENTS (PROVIDED BY OFFEROR)

[EXHIBIT A 2012 NAVAJO COUNTY JAIL CALL AND REVENUE VOLUMES](#)